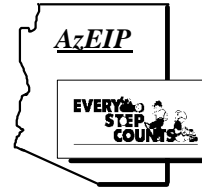


## Chapter 9



# CONTRACT REVIEW

## Arizona Early Intervention Program

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### 9.0.0 Contract Review

**9.1.0 Authority:** 20 U.S.C. 1435(a)(10)(A); 34 CFR 303.501

### 9.2.0 Introduction

AzEIP is responsible for the general administration and supervision of programs and activities in the Arizona Early Intervention Program, and monitoring the programs and activities used by Arizona to carry out the early intervention system, whether or not these programs or activities are receiving assistance from IDEA, Part C. AzEIP also is mandated to enforce obligations imposed on agencies participating in carrying out IDEA, Part C activities.

### 9.3.0 Policy

1. AzEIP oversees the AzEIP service providing agencies and their contractors to ensure adherence to the requirements of IDEA, Part C, AzEIP policies and procedures, and the respective contractual requirements.
2. AzEIP and the AzEIP service providing agencies ensure the regular review, at least annually, of contractual obligations and amends those obligations as necessary. Contracts include the following:
  - A. Intergovernmental Agreements;
  - B. Interagency Service Agreements;
  - C. Contracts; and
  - D. Memorandum of Understandings.
3. Contractors may be required to submit regular reports (such as monthly, quarterly or annually) to AzEIP service providing agency on the performance or fulfillment of contractual obligations.
4. Upon review of contractual obligations, AzEIP may take the following action(s) when it finds that a contractor does not comply with the terms and conditions of the agreement, including any and all applicable laws, regulations, or policies. Those actions may include:
  - A. requesting the submission of additional information and/or requiring more frequent program reporting;
  - B. conducting focused monitoring visits and providing technical assistance, as discussed in Section 2.0.0, *Monitoring*;
  - C. implementing a corrective action plan, including timelines for implementation. See Section 2.0.0, *Monitoring*;
  - D. revising contract terms and provisions when necessary and with appropriate notice;
  - E. terminating the contract in whole or in part due to the failure of the contractor to comply with any term or condition of the contract. Written notice of termination will be provided;
  - F. offsetting against any sums due the contractor, any expenses or costs incurred by AzEIP, or damages assessed by it concerning the contractor's non-

- conforming performance or failure to perform the contract, including expenses, costs and damages;
  - G. other dispute resolution procedures provided by contract, such as arbitration;
  - H. imposing other remedies provided by law;
  - I. withholding or reducing funds to offset any reimbursement made for any ineligible expenditures not refunded to the agency by the program. AzEIP may withhold or reduce payments for noncompliance issues including, but not limited to the following:
    - (1) failure to submit required program and financial reports;
    - (2) failure to respond to inquiries about data on reports within the specified timelines;
    - (3) failure to respond to required corrective actions resulting from monitoring activities; and
    - (4) failure to meet program requirements as specified in the contract, regulations or policies.
  - J. suspending all or part of the contract.
5. If AzEIP, in resolving a dispute, determines that the assignment of agency financial responsibility was inappropriately made, AzEIP shall:
- A. reassign the responsibility to the appropriate agency; and/or
  - B. make appropriate arrangements for reimbursement of any expenditures incurred by the agency originally assigned this responsibility.